RECENT IMPORTANT DECISIONS.

ADVERSE POSSESSION—AS AGAINST THE PROPERTY OF ONE STATE LOCATED IN A SISTER STATE.—The city of Baltimore, Maryland, had acquired by devise an interest in certain land in the state of Louisiana, to be used for and only for the education of the public poor; in an action by the city of Baltimore and its co-owners to recover possession of said land, the defendants claimed title in themselves by adverse possession for the statutory period as prescribed by the law of Louisiana. *Held,* that the city of Baltimore was barred by the statute. *City of New Orleans et al.* v. *Salmen Brick & Lumber Co.* (La. 1914), 66 So. 237.

The interesting point suggested by the case and passed upon by the court is whether a statute of Louisiana exempting all public property owned by the state from taxation and the operation of the statute of limitations is applicable in favor of a sister state owning land within the territory of the former state? The court in its first opinion decided the question in the affirmative. The decision of this point is not supported by any direct authority and the court attempts to justify its holding by analogy and implication, *i. e.,* that inasmuch as public property used for public purposes situated in one state and owned by a sister state is exempt from taxation, then by necessary implication it is exempt also from the operation of the statute of limitations with reference to prescription, etc. *Stoutz* v. *Brown,* 5 Dill. 445, Fed. Cas. 13505; extending the doctrine of *People* v. *Brooklyn Assessors,* 111 N. Y. 505; and *Sumner County Comm.* v. *City of Wellington,* 66 Kan. 590. On rehearing of the principal case, however, the court reversed itself on another ground, holding that the property in question was not exempt from acquisition by prescription, on the theory that the property in question was not public property devoted to a public use. That this holding is subject to question, see *Nashville* v. *Smith,* 86 Tenn. 213; *State Jersey City Water Comm.* v. *Gaffney,* 34 N. J. L. 131; and *Adm. of Tulane Ed. Fund* v. *Board of Assessors,* 38 La. Ann. 292, which appear to be directly contra.

BANKRUPTCY—ALLOWANCE TO WIDOW AND CHILDREN.—The right of the widow and children of a deceased bankrupt, under § 8 of the Bankruptcy Act of 1898, to any allowance which, upon his death, they were entitled to from his estate under the laws of the state of his residence, *held,* not to be lost because the title to the bankrupt estate had vested in the trustee in bankruptcy under § 70 of the bankruptcy act prior to the death of the bankrupt; but the assets remaining in the hands of the trustee at the bankrupt's death are chargeable with the payment of such allowance. *Hull* v. *Hicks,* 35 Sup. Ct. 152.

Defendant's counsel contended that § 8 of the bankruptcy act does not create a right, but merely preserves the right given by the state law to have a year's support "out of the estate" left by the husband and father, and that

since the title to the property left by the deceased had vested in a trustee, the decedent did not die "leaving an estate" upon which the provision for the widow and orphans might operate. The court on the other hand insisted that a liberal interpretation was justified by the broad and comprehensive phraseology of the federal statute, and the total lack of words of limitation to be found therein. While it is true § 70 of the bankruptcy act vested title in the trustee primarily for the benefit of the creditors and there was no exception in favor of the bankrupt himself, yet the trustee's title was subject to the condition that if the bankrupt died during the pendency of the proceedings, the allowance for the widow and children was to be made from his estate in accordance with the state statutory provisions. Tacking the proviso in § 8 to legislation on abatement of proceedings makes clear that the Congressional intention was to make the preservation of such right to the bankrupt's dependents as broad as the prohibition against the lapse in the proceeding. The right accrued at the date of the bankrupt's death and could only be enforced out of the property of the estate not disposed of by the court in the lifetime of the bankrupt, since such transfers by the court were as binding upon him as a voluntary conveyance by himself or his duly authorized agent, and could not be set aside for the widow's benefit. The dissenting opinion of Judge ADAMS in *In Re McKenzie,* 73 C. C. A. 483, 142 Fed. 384, on this same point is thus supported in preference to the majority opinion based upon a stricter construction and hereby overruled. As to the widow's right to dower, the case *In Re Angier,* Fed. Cas. No. 388, (under Act of 1867 which contained no express provision as to dower) decided that proceedings in bankruptcy do not divest the bankrupt's wife of her dower interest in his property and that an assignee cannot convey a valid title, where no provision has been made for the dower rights. To the same effect is *Porter* v. *Lazear,* 109 U. S. 84 (1883), where it is denied that a wife's dower is a part of a husband's estate or in any manner affected by the bankruptcy proceedings. *Accord*: *In Re Hest,* Fed. Cas. No. 6437 (also under Act of 1867). Under the Bankruptcy Act of 1898, *In Re Forbes,* 7 Am. Bank. Rep. 42, decided that while this act does not expressly make provision for the wife's inchoate right of dower, it may be fairly inferred that she is entitled to it. *Thomas* v. *Woods,* 173 Fed. 585, seems to go the length of saying that Congress has no power to terminate dower rights existing under state laws.

BILLS AND NOTES—EFFECT OF MARRIAGE OF PARTIES.—A judgment was rendered against A in an action for breach of promise of marriage: and in part satisfaction of this judgment he turned over notes, made to his order by a third party, to the young lady. Later he married this lady, and she turned over the notes to him, to be used as collateral security for a loan. *Held,* the subsequent marriage did not destroy the validity of the wife's claim to the notes, nor did the re-delivery to the husband raise the presumption of payment of the breach of promise judgment. *Wellman* v. *Kaiser Inv. Co.* (Mo. 1914), 171 S. W. 370.